

*Public Health—Seattle & King County (PH-SKC)  
Prevention Division—HIV/AIDS Program and  
Communicable Disease Epidemiology, Control and Immunization Section  
including the HIV/AIDS Epidemiology and Epidemiology Research Programs*

## **CONFIDENTIALITY AGREEMENT**

As a PH-SKC employee in the HIV/AIDS Program or the Communicable Disease Epidemiology, Control and Immunization Section, or as a subcontracted employee, student, visiting professional, or work study student, I understand that I may have access to confidential information on persons with reportable diseases, persons counseled during clinical or prevention activities, study participants, or clients of sites involved in our work. This information includes any surveillance- or study-related electronic or paper records or information given orally during an interview or counseling session or through other related contact (e.g., scheduling appointments or updating locators in person or on the phone). Information may also come from records of participating institutions and health care providers, medical/health clinics, drug treatment centers and jails. Examples of confidential information include but are not limited to names, addresses, telephone numbers, sexual and drug-use behaviors, medical, psychological and health-related conditions and treatment, religious beliefs, finances, living arrangements, and social history. **By signing this statement, I am indicating my understanding of my responsibilities and agree to the following:**

- I agree to uphold the confidentiality and security policies specific to my work site(s) and, if required by my work site protocol, to wear my badge that identifies me as a PH-SKC employee when conducting any research, surveillance or prevention activities at field sites outside the office.
- I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any information obtained that could identify persons reported with notifiable diseases, persons served during the course of prevention or clinical activities, participants in research or evaluation studies or any information regarding the identity of any patient or client of any institution including any alcohol or drug treatment program to which I have access.
- I understand that all client, patient, and disease report information and records compiled, obtained, or accessed by me in the course of my work are confidential. I agree not to divulge or otherwise make known to unauthorized persons any information regarding the same, unless specifically authorized to do so by office protocol or by a supervisor acting in response to applicable law, court order, or public health or clinical need (WA Administrative Code 246-101-515).
- I understand that I am not to read information and records concerning patients, clients, or study participants, or any other confidential documents, nor ask questions of clients during interviews for my own personal information but only to the extent and for the purpose of performing my assigned duties.
- I understand that a breach of security or confidentiality may be grounds for disciplinary action by PH-SKC, and may include termination of employment.
- I understand that the civil and criminal penalties set forth in the Revised Code of Washington (RCW 70.24.080 and 70.24.084) include, for each breach of STD/HIV records, a fine of \$1000 or actual damages for negligent violation and \$10,000 or actual damages for intentional or reckless violation, which I would be personally responsible for paying. Breach of other communicable disease records may result in civil penalties imposed by a court and include actual damages and attorneys' fees (RCW 70.02). Alcohol and drug abuse patient records are protected by federal law (42 CFR Part 2) with criminal penalties for violation.
- I understand that action to impose civil or criminal penalties against me may be taken by a prosecuting attorney or another party with standing if I am suspected of being responsible for a breach of confidentiality.
- I agree to notify my supervisor immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person.